

STATE MS. DE SOTO CO.,

JAN 7 11 18 AM '97

NOTICE OF MATERIALMAN'S LIENBK. 8 PG. 11
W.E. DAVIS CH. CLK.

THURMAN CARPETS, INC., Lienholder,
Against the Land and Improvement of
CHARLES W. KELLY and JEAN KELLY, Owners

THURMAN CARPETS, INC. hereby gives notice of a
Materialman's Lien against the property of CHARLES W. KELLY
and JEAN KELLY established by Section 85-7-131, MCA, 1972,
to-wit:

1. The property subject to this Lien is the property
purchased by CHARLES W. KELLY and JEAN KELLY, pursuant to
Deed of record in DeSoto County, Mississippi, Chancery
Clerk's office in Deed Book 287, Page 719, a copy of said
Deed being attached hereto as a more particular description
of said property marked EXHIBIT "A" and made a part hereof by
reference.

2. The amount of the Lien is \$3,670.82 plus legal
interest from and after the date of filing of the lien.

3. The Lien is for payment due under Straight Bill of
Lading, Shippers No. 22433, a copy of same is attached as
EXHIBIT "B" and made a part hereof by reference; that this
was a COD shipment and a Check was received drawn on the
account of JEAN KELLY and CHARLES W. KELLY No. 2155
[BOATMAN'S BANK OF TENNESSEE]; and payment was stopped on
said check and the full amount of the invoice is due and
owing. A copy of said check is attached as EXHIBIT "C" and
made a part hereof by reference.

4. Suit for enforcement of this lien was not commenced prior to the filing of this lien.

5. The Lienholder's address is: 835 Curtis Parkway, Calhoun, Georgia 30701 and STEVE DELUGACH is its resident agent.

6. The Owners' address is: 8083 Windersgate, Olive Branch, Mississippi 38654.

GIVEN this 7TH day of January, 1997.

THURMAN CARPETS, INC.

BY:

Steve Delugach

STEVE DELUGACH

It's Resident Agent

STATE OF MISSISSIPPI

AFFIDAVIT

COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, STEVE DELUGACH, who, being by me first duly sworn, makes oath to the following:

1. My name is STEVE DELUGACH and my address is 1185 Milan Lane, Hernando, Mississippi 38632;

2. I am the resident agent for THURMAN CARPETS, INC. of 835 Curtis Parkway, Calhoun, Georgia 30701;

3. On Monday, January 6, 1997 I personally saw the carpet which is the subject of this lien as installed at 8083 Windersgate, Olive Branch, DeSoto County, Mississippi 38654;

4. That the statements in the above and foregoing Notice of Materialman's Lien are true and correct as therein

JUL 10 2 43 PM '95

WARRANTY DEED

BRIDGFORTH PROPERTIES, INC.

BK 287 PG 719 GRANTORS
W.E. DAVIS CH. CLK.
by *[Signature]*

TO

CHARLES W. KELLY, ET UX

GRANTEES

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, BRIDGFORTH PROPERTIES, INC., does hereby sell, convey and warrant unto CHARLES W. KELLY and wife, CHARLOTTE J. KELLY, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 49, Section D, Germanwood Plantation, situated in Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 46, page 10, in the office of the Chancery Clerk of DeSoto County, Mississippi

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi and further subject to all applicable building restrictions and restrictive covenants of record.

Taxes for the current year have been pro-rated.

Possession is to be given with delivery of Deed.

WITNESS the signature of the duly authorized officer of said Corporation this 27th day of June, 1995.

BRIDGFORTH PROPERTIES, INC.

BY:

[Signature]
Barry W. Bridgforth, Pres.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 27th day of June, 1995, within my jurisdiction, the within named Barry W. Bridgforth, who acknowledged that he is the President of BRIDGFORTH PROPERTIES, INC., a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing Warranty Deed, after first having been duly authorized by said corporation so to do.

My Commission expires:

11-22-95

[Signature]
Notary Public

Grantor's Address:

3606 Bridgforth
Olive Branch, MS 38654

Business - 393-2345

Grantees' Address:

3402 Kirby Meadows
Memphis, TN 38115

(W) 754-7100
(H) 362-6655

STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading

Shipper's No. **22433**

(Name of Carrier)

Carrier's No.

at **CALHOUN, GEORGIA 30701**

12-17-96 from **THURMAN CARPETS, INC.**

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this bill of lading as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading as set forth in (1) the Official, Southern, Western and Mobile Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff in effect on the date hereof, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNEE
TO AND
DESTINATION

Charles Kelly
C/O JRC
Memphis, TN

Mail or street address
for purposes of
notification only.

Route **PROTECT THRU RATE**

Delivery Address *

(* To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Car or Vehicle Initials and No.

Delivering Carrier

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Sub. to Car.)	Class or Rate	Check Column
3	ROLLS OF FABRIC POWER MACHINE TUFTED SOFT SURFACE CARPET (PILE)			
	R509833 Luvungtkino Tajmahal	12x25.58		
	P2106884	12x125.0		
	P2107936	12x125.0		
	Sy 905 367.45			
	W7 1,837.25			
	COD CUCK \$ 3,110.82			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

N.S.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced

THURMAN CARPETS, INC.

Shipper, Per

Agent

Permanent post office address of shipper, **P.O. BOX 146-RESACA, GA 30735**

Per

BOOK

8 PAGE

16

4915900099
100 96/22/21

059000046 1084000039
05070912078 112222296
3105/426

061103690

INDIAN CARRIERS, INC

DE 31

0840 00028

BOATMEN'S BANKING BOATMEN'S BANKING BOATMEN'S BANKING

JEAN KELLY
CHARLES W. KELLY
PH. 901-521-6880
8083 WINDERSGATE
OLIVE BRANCH, MS. 38954

26-817840
180203895254

2155

PAY TO THE
ORDER OF

Payment Stopped

\$3670.82

BOATMEN'S

BOATMEN'S BANK OF TENNESSEE MEMPHIS, TENNESSEE 38119-2001

BOATMEN'S
PRIMARY
OPTIONS

MEMO

050817950 5555 5555 050817950 5555 5555 050817950 5555 5555

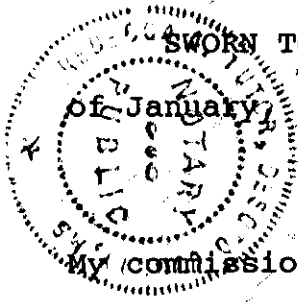
EXHIBIT "C"

stated and set forth.

5. Notice of Materialman's Lien sent by certified mail, return receipt requested on January 7, 1997 pursuant to Section 85-7-197 MCA, 1972.

Steve Delugach
STEVE DELUGACH, Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on this the 7 day
of January, 1997.



Rebecca D. Sutton
NOTARY PUBLIC

My commission expires: Jan. 25, 1997

*This instrument prepared by B.B. Perry, Attorney, P.O. Box 815,
Sonderegger, WY 82431.*